

MEMORANDUM OF UNDERSTANDING



Morgan Hill Police Officers' Association

July 1, 2015 - December 31, 2018

POA
MEMORANDUM OF UNDERSTANDING
2015 - 2018
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This Memorandum of Understanding ("MOU") has been executed by representatives of the MORGAN HILL CITY COUNCIL ("City") and representatives of the MORGAN HILL POLICE OFFICERS' ASSOCIATION ("Association"). City and Association may be referred to collectively as "Parties" and individually as a "Party."

1.00 ARTICLE I — TERM

1.01 The term of this MOU shall commence July 1, 2015 and end December 31, 2018.

2.00 ARTICLE II — REPRESENTATION

2.01 Association is a recognized employee organization within the meaning of City's Employer-Employee Relations Resolution No. 4955.

2.02 Association represents all employees in the Police Unit ("Unit") ("Unit Members"). Unit consists of City classifications of Police Officer, Police Corporal, and Police Sergeant.

A Police Officer Trainee is a person being considered for hiring as a Police Officer with City. Police Officer Trainees are not classified City employees, not covered by this MOU and are not represented by Association. A Police Officer Trainee signs a separate contract to attend a P.O.S.T. Certified Academy ("Academy"). Upon successful completion of the Academy, the Police Officer Trainee is hired as a Police Officer and begins to receive a regular salary and benefits pursuant to this MOU.

2.03 Meet & Confer Process

2.04 Association is the only employee organization which is entitled to meet and confer with City on behalf of Unit Members.

2.05 Association Meetings

Unit Members shall be allowed to attend one (1) Association meeting per month on-duty for not longer than one-and-a-half (1.5) hours, subject to call out. The Association meeting must be for the purpose of Association business and is not a social event. If on-duty Unit Members could be affected by any Association meetings, Association must give three (3) days notice to the Police Chief ("Chief") or his/her designate.

2.06 Association's Elected and Appointed Officers ("Association Officers") and Unit Members may be granted limited privileges to utilize City owned equipment within the Police Station in return for an annual honorarium of one hundred fifty dollars (\$150.00) due and payable on January 1 of each year to compensate City for costs to operate and maintain that equipment. The limited privileges are as follows:

1. Association Officers may utilize the Police Department ("Department") email system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, Unit Members may utilize this system to reply to notices or other necessary Association business.

2. Association Officers shall be allowed the use of City's fax machine. Use of the fax machine is limited to routine communication/correspondence. Faxes outside the local area are permitted; however, mass statewide or nationwide faxes are prohibited.
 3. Association Officers or their designates may utilize City's telephones within the Police Station to conduct official Association business for local calls only. All long distance or message calls must be made collect with the use of a private phone credit card.
 4. Association Officers or their designates may utilize City's copy machines within the Police Station to reproduce notices to its membership, other official correspondence using Association stationary, and copies of the MOU for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than twenty five (25) copies) of short documents may only be allowed with permission of the Chief.
 5. Official business shall be defined as notifying Unit Members of meetings, Association activities, or other official communications, such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on Association issues, lobbying or campaigning with respect to Association issues, expressing personal or political views, making statements which are injurious to individuals or the Department, or other similar transmissions.
 6. The Chief or his/her designate shall monitor these privileges during the term of this MOU. Should the Chief or his/her designate detect an abuse of these privilege(s), he/she shall notify the Association Officers and allow Association to be heard. If additional abuses are detected after having placed Association on notice, the Chief may unconditionally revoke any or all of these privileges.
- 2.07 A maximum of four (4) Association Officers shall be allowed to utilize a cumulative total of forty (40) hours per year of release time for Association business and attendance of Association related functions including, but not limited, to meetings, seminars, and schools. Release time shall be granted subject to minimum staffing requirements of the Police Department ("Department") and is subject to Chief and/or City's City Manager ("City Manager") approval.
- 2.08 Representatives of City and Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955, for the purpose of reaching agreement concerning all matters within the scope of representation for Unit Members during the term of this MOU.
- 2.09 An agreement has been reached.

- 2.10 This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the Parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.
- 2.11 It is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other Party shall not be required to negotiate with respect to any matter covered herein during the term of this MOU. Nothing in this paragraph shall preclude the Parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU.
- 2.12 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the Parties hereto unless made and executed in writing by all Parties hereto and, if required, approved and implemented by City and Association.
- 3.00 ARTICLE III - MANAGEMENT RIGHTS**
- 3.01 The rights of City, as exercised by the City Council and the City Administration, include, but are not limited to,: 1) the exclusive right to determine the mission of its constituent departments, commissions and boards, 2) the right to set standards of service and determine the procedures and standards of selection for employment, 3) the right to direct its employees, 4) the right to take disciplinary action, 5) the right to relieve its employees from duty because of lack of work or other legitimate reasons, 6) the right to maintain the efficiency of governmental operations, 7) the right to determine the methods, means, and personnel by which government operations are to be conducted, 8) the right to determine the content of job classifications, 9) the right to require that employees work overtime, and 10) the right to and exercise complete control and discretion over its organization and the technology of performing its work. These rights are absolute, except that any agreement between City and Association evidenced by a MOU under Government Code § 3500 et. seq. shall take precedence over any of the above enumerated management rights and such MOU will be honored in good faith during the life of this MOU, subject to City's right to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.
- 3.02 Nothing in this Article III shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in City by any law regulating, authorizing, or empowering City to act or refrain from acting.
- 4.00 ARTICLE IV - DEFINITIONS**
- 4.01 The terms "Salaries", "Wages" or "Salary and Wages" shall mean the gross monthly base pay prior to any deductions.
- 4.02 The term "Personnel Rules" as used in this MOU means those regulations titled "City of Morgan Hill Personnel Rules and Regulations" enacted by Resolution No. 1485 and thereafter and hereafter amended.

4.03 Personnel Rules

4.04 The Personnel Rules are incorporated by reference as though fully and completely set forth in this MOU.

4.05 It is understood that, during the term of this MOU, City will be reviewing and updating, where needed, the Personnel Rules. City shall meet and confer with Association on revisions that are within the scope of representation.

4.06 Interpretation

4.07 In the event a conflict in interpretation between the Personnel Rules, as included by reference, and similar sections contained in this MOU, the language in the MOU will be used for interpretation.

5.00 ARTICLE V - SALARY, WAGES & PAID BENEFITS

5.01 Salaries

5.02 The salaries and wages paid by City to Unit Members will be in accordance with the job classifications they hold with pay rates to be amended as follows according to City's adopted salary range schedule. The adopted Salary Schedule, as may be amended from time to time, is attached hereto as Appendix A and is incorporated herein by this reference.

5.03 Effective the first pay period following July 1, 2105, the Unit Members' base salary shall be increased by two and a half percent (2.5%). Effective the first pay period following July 1, 2016, Unit Members' base salary shall be increased by two and a half percent (2.5%). Effective the first pay period following July 1, 2017, the Unit Members' base salary shall be increased by two and a half percent (2.5%). Effective the first pay period following July 1, 2018, the Unit Members' base salary shall be increased by one-half percent (0.5%).

5.04 Specialized Pay Assignments

5.05 Unit Members may be assigned to special assignment work which entitles the Unit Member to specialty pay, as outlined below (a "Specialized Pay Assignment").

5.06 The Specialized Pay Assignments are Canine (Officer/Corporal), School Resource Officer, Task Force (Officer/Corporal), Detective (Sergeant/Corporal/Officer) and Traffic (Corporal/Officer). The pay received by these Unit Members when they are assigned to a Specialized Pay Assignment ("Specialty Pay") shall be paid according to the following.

- A. Unit Members assigned to a Specialized Pay Assignment as of June 30, 2015 shall receive either five percent (5%) of their base salary or a fixed rate of two hundred fifty dollars (\$250.00) per pay period, whichever is greater, while assigned to a Specialized Pay Assignment. On July 1, 2015, the five percent (5%) rate will be calculated and converted to a flat rate which shall remain fixed during which time the Unit Member remains in a Specialized Pay Assignment.

- B. Unit Members assigned to a Specialized Pay Assignment on or after July 1, 2015 will receive a fixed amount of two hundred and fifty dollars (\$250.00) per pay period.
 - C. Once the Unit Members who are assigned to a Specialty Pay Assignment as of June 30, 2015 transfer out of their Specialty Pay Assignment, they will receive a flat rate of two hundred and fifty dollars (\$250.00) per pay period for any future reassignment to a Specialty Pay Assignment.
- 5.07 Unit Members in the Detective, Canine, Task Force, and Traffic Specialized Pay Assignments will be required to be on call for on a rotational basis.
 - 5.08 Unit Members in the Detective, Canine, and Task Force Specialized Pay Assignments will be given a Department issued vehicle and associated equipment and are required to keep the vehicle and associated equipment immediately available and either keep Morgan Hill Dispatch advised of their location or maintain call-back availability by carrying their Department issued cell phone.
 - 5.09 Traffic Officers and Corporals are assigned to use Department-issued motorcycles for traffic enforcement. Traffic Officers and Corporals will not receive Specialty Pay until successful completion of Motor Officer School.
 - 5.10 Canine Officers and Corporals are only eligible for Specialty Pay during periods when assigned an animal as part of their duties.
 - 5.11 The Canine Officers or Corporals shall be authorized to receive three-and-one-half (3.5) hours weekly on at the Overtime Pay rate for animal care ("Canine Care Pay"). No additional time shall be worked without the express approval of the Canine Sergeant. Canine Officers and Corporals are only eligible for animal care pay during periods when assigned an animal as part of their duties.
 - 5.12 With the exception of the Canine Care Pay as specified above, Unit Members who are assigned to these Specialized Assignments will not be entitled to any type of additional pay for the performance of these Specialized Assignments.
 - 5.13 **Holiday Pay**
 - 5.14 Holiday Pay for entitled Unit Members shall be six and a half percent (6.5%) of the Unit Member's base salary. If the City Council declares an additional holiday for City employees during this MOU, an additional one-half percent (.5%) Holiday Pay will be granted to Unit Members.
 - 5.15 **Other Pay**
 - 5.16 **Callback Pay**
"Callback Pay" is any assignment worked which is not contiguous with a Unit Member's regular shift. Callback Pay is paid at a two (2) hour minimum at the Unit Member's

Overtime Pay hourly rate. When overtime worked is contiguous to a regular shift, either preceding or afterwards, it is a "Shift Extension" and shall be compensated at the normal Overtime Pay rate for completed fifteen (15) minute increments worked.

5.17 Shift Supervisor Pay

City shall pay an additional one dollar (\$1.00) per hour for Police Officers temporarily assigned to work as Shift Supervisors.

5.18 FTO Pay

Police Officers serving as Field Training Officers shall receive additional compensation of one dollar and fifty cents (\$1.50) per hour for time spent training newly hired Police Officers.

5.19 Bilingual Pay

5.20 Unit Members identified by the Chief to use Spanish in the course of performing their work duties and who have successfully completed the certification process, as outlined below, shall receive the following compensation:

A. Unit Members hired prior to June 30, 2013 shall receive five percent (5%) of the Unit Member's base salary. On July 1, 2013, that amount will be calculated and converted to a fixed amount. Should there be subsequent adjustments to base salaries, the amount determined on July 1, 2013 shall remain fixed in perpetuity. For Unit Members hired on, or after July 1, 2013, Unit Members shall receive a monthly stipend of one hundred dollars (\$100.00).

B. The certification process shall be completed by a provider contracted by Human Resources or three (3) person panel established by Human Resources to determine conversational competence. Unit Members shall be subject to recertification every two (2) years, unless the certification is waived by City.

C. An eligible Unit Member may request to be tested for bilingual certification at any time.

5.21 Court Pay

5.22 "Court Pay" is any court assignment worked which is not contiguous with a regular shift. Court Pay is paid at a four (4) hour minimum at the Unit Member's Overtime Pay hourly rate.

A. The minimum a Unit Member can receive for a court appearance cannot cause the Unit Member to receive a rate of pay which overlaps into their regular shift. The time between the start of the court appearance and the start of the scheduled shift shall be paid as governed under the Department's Policy Manual Section 1038, which is hereby incorporated by this reference and the Unit Member will be required to report to work. The same overlap rule applies for a court appearance which begins within thirty (30) minutes of the end of a regular shift.

- B. Unit Members shall be compensated for travel time. "Travel Time" is any time in excess of the time the Unit Member spends going to and from a court appearance. If the sum of the Travel Time and the court appearance does not exceed the four (4) hour minimum paid for court appearances or if the time overlaps into the Unit Member's regular shift, no additional Overtime Pay will be paid. Normal commute is defined as the time necessary for a Unit Member to travel from their residence to the Police Station based on the distance and prevailing commuter speeds and congestion.
- C. Unit Members are not required to drive a City vehicle to court but may be provided a City vehicle for out-of-County travel, if available. Unit Members will be reimbursed at the current IRS rate for use of their personal vehicle when making in-County or out-of-County court appearances.
- D. Except as provided herein, Unit Members receiving Court Pay shall not receive reimbursement for meals nor overtime pay for court meal recesses. Unit Members held over through a court lunch recess, but then released from court immediately following the recess, shall receive Overtime Pay for the lunch recess not to exceed one (1) hour.
- E. Only one (1) four (4) hour minimum compensation for an off duty court appearance will be paid per day. If additional off duty court appearances are required beyond the time covered by the four (4) hour minimum, the Unit Member shall be paid at the Overtime Pay rate for actual hours worked as governed by Policy Manual Section 1038.

5.23 Court Stand By Pay

5.24 "Court Stand By" is defined as time in which the off duty activity of a Unit Member is restricted due to the inevitability of said Unit Member having to respond to court within the succeeding twenty-four (24) hours

- A. In the event that Unit Members are assigned by the Chief or his/her designate to remain on call for the purposes of Court Stand By, the Unit Member shall receive one quarter (1/4) straight time pay for every hour on standby with a two (2) hour minimum and an eight (8) hour maximum per court day.
- B. The Chief or his/her designate shall be responsible for informing appropriate court officials of the above stated Court Stand By procedure and any conflicts resulting from the procedure.

5.25 Rest Period Between Shifts

5.26 Unit Members who are assigned to and actually work more than four (4) hours between two (2) regularly scheduled twelve (12) hour patrol shifts shall be entitled to an eight (8) hour rest period between said shifts. The eight (8) hour rest period may not necessarily consist of eight (8) consecutive hours, depending upon the circumstances. If any portion of the eight

(8) hour rest period occurs during the Unit Member's regularly scheduled twelve (12) hour shift, the Unit Member shall receive normal compensation for that time.

For example, a Police Officer goes off duty at 7:00 a.m. and is subpoenaed to court at 8:00 a.m. The Police Officer remains in court until 3:00 p.m. and is scheduled to return to work at 7:00 p.m. In this case, the Police Officer could return to work at 10:00 p.m. without loss of hours or the need to use accrued time off for the three (3) hour period of the regular work shift.

- A. The Unit Member is responsible to contact the on duty Watch Commander to request this rest period as soon as he or she is aware that it will be required so that ample time is available to arrange for replacement officers if necessary.
- B. The on duty Watch Commander may exercise discretion as to the exact time the Unit Member must report back to work, based on individual circumstances and operational needs, so long as it complies with the intent of this section.
- C. This section shall not apply to voluntary overtime work assignments between shifts which are worked at the option of the individual Unit Member.
- D. This section shall not apply in emergencies such as mutual aid mobilizations or natural disasters.

5.27 Overtime Pay and Compensatory Time

5.28 "Overtime Pay" and / Compensatory Time ("Comp Time") are defined as one-and-a-half (1.5) times a Unit Member's base hourly salary. Overtime Pay and Comp Time shall be calculated on a minimum of fifteen (15) minute increments actually worked beyond the Unit Member's normal work shift. For clarification, this equates to 15-29 minutes = 15 minutes of Overtime Pay, 30 - 44 minutes = 30 minutes of Overtime Pay and so on. All such time must be approved in advance with the Unit Member's supervisor or the Chief.

5.29 Unit Members who have accrued Vacation and/or Comp Time at least equal to eighty (80) hours shall have the option of receiving pay in lieu of time off. Payment shall be made at the straight time rate. Unit Members may elect this option by December 1 of the each for the cash out of the following calendar year. The cash out election is irrevocable. City will follow IRS regulations regarding cashout of leave and communicate the procedures for cashing out to Association by July 1, 2015.

5.30 Unit Members will have the option of receiving either Overtime Pay or Comp Time. The Comp Time accrual limit for the term of this MOU is one hundred eighty (180) hours.

5.31 Unit Members may elect to make contributions to one of City's Deferred Compensation Plans in a given pay period in lieu of receiving Overtime Pay. These contributions can be one (1) time, lump sum contributions or Unit Members can temporarily increase the amount of their established deferral five (5) times in a given fiscal year. For example, if a Unit

Member works overtime in a given pay period, he/she may temporarily increase the amount of their Deferred Compensation contribution for that pay period. Unit Members must submit a completed "Deferred Compensation Enrollment/Change Form" to the Human Resources Office prior to the end of the pay period for which they wish to have the change be effective.

5.32 In- House Department Training

5.33 When a Department in-house training falls on a Unit Member's scheduled day off and the Unit Member attends the training, the affected Unit Member will have the option of receiving Comp Time, if eligible, or pay if Comp Time is at 160 hours, for the training time or, upon approval by the Unit Member's supervisor, the Unit Member may schedule adjust. "Schedule Adjust" is defined as the act of taking the equivalent number of hours off within the same pay period.

5.34 All schedule requests must be approved in advance by the Unit Member's supervisor.

5.35 Outside Department Training

5.36 When an outside Department training falls on a Unit Member's dayoff and the Unit Member attends the training, the affected Unit Member will Schedule Adjust. If the Department is not able to make a schedule adjustment, the Unit Member may take Comp Time or receive Overtime Pay.

5.37 All provisions included in this MOU which affect base wages, including salary, promotions, step increases, etc., shall be implemented beginning the first full pay period following the effective date of this MOU.

5.38 Base Work Schedules

5.39 Unit Members will work schedules based upon assignment as follows:

A. For purposes of calculating Overtime Pay, Comp Time, and defining payroll periods, the established work period is a fourteen (14) day period, recurring every fourteen (14) days, beginning at 12:01 a.m. every other Sunday and ending every other Saturday, fourteen (14) days later, at 12:00 midnight. For purposes of establishing a control point, the first work period cycle for this contract period begins on July 1, 2015 at 12:01 a.m. and ends on December 31, 2018 at 12:00 midnight.

B. The "Work Day", for pay purposes, shall be a twenty-four (24) hour period within which the Unit Member's regularly scheduled shift begins.

C. Unit Members assigned to the Patrol Division will work an approved flexible schedule of five (5) twelve (12) hour Work Days and two (2) ten (10) hour Work Days totaling no more than eighty (80) hours per pay period.

- D. Unit Members assigned to the Special Operations Division will work an approved flexible schedule days totaling no more than eighty (80) hours in each pay period. The schedule shall be the traditional 4/10 schedule, meaning four (4) ten (10) hour days with three (3) consecutive days off each week.
- E. School Resource Officers shall work a traditional 9/80 schedule which consists of five (5) nine (9) hour days one (1) week and four (4) nine (9) hour days on the alternate week.
- F. Unit Members assigned to Task Forces to work in conjunction with other government agencies shall work schedules which are compatible with the joint needs of the Department and the other agency, not to exceed eighty (80) hours in each pay period.
- G. Specialty Pay Assignments are limited to a two (2) year assignment with two (2) one (1) year renewals based on the approval of the Special Operations Division Captain.
- H. Unit Members assigned to any other Special Assignment that do not fall into any of the assignments listed in 5.41 C through 5.41 F will work an approved flexible schedule totaling no more than eighty (80) hours per pay period.
- I. Unit Members on extended leave (excluding vacation and Comp Time) of two (2) weeks or more will be assigned a base forty (40) hour per week, Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule. For such individuals who are on Workers Compensation or 4850 leave, the schedule reassignment will not affect compensation.
- J. The Chief retains the right to make any special exceptions to the above schedules. If at any time it becomes evident to the Chief that the most efficient use of staffing to meet the workload demands of the community are not being met, the Chief reserves the right to modify work schedules on a temporary or permanent basis. City will attempt to give the affected Unit Members as much notice as possible, but at least five (5) full working days prior to the effective date of any schedule change. Management reserves the right to revert to the previous practice of three (3) days notice, effective July 1, 2014.
- K. Any permanent schedule change requires a meet and confer with City and Association.

5.40 Health Benefits

5.41 Effective January 1, 2014, City will contribute to the medical and dental health plans as follows:

- A. Ninety percent (90%) of the lowest cost Public Employees' Medical & Hospital Care Act ("PEMHCA") medical health plan plus dental for Unit Members with family coverage.

- B. Ninety-six and one-half percent (96.5%) of the lowest cost PEMHCA medical health plan plus dental for Unit Members with employee plus one coverage.
 - C. For those Unit Members who waive medical and/or dental coverage, or who have employee only coverage, the health allowance contribution will be six hundred ten dollars (\$610.00) per month. Unit Members not using all of the benefit amount shall be entitled to use fifty percent (50%) of the surplus amount for optional benefits, participating in medical reimbursement, or dependent care expense accounts. If Unit Members do not use their fifty percent (50%) surplus for optional benefits, it will be added to their salary as taxable income.
- 5.42 City agrees to provide, at City's expense, up to one hundred percent (100%) of the premium costs per Unit Members for the Psychological Health Program as presently constituted.
- 5.43 All Unit Members shall have the option of continuing their current medical insurance at the Unit Member's own cost after retirement. This option can continue as long as there is no lapse in coverage and the Unit Member pays the monthly premium to the California Public Employees' Retirement System ("CalPERS") or to the Finance Department as per their billing requirements.
- 5.44 Effective January 1, 2004, City agrees to provide, at City's expense, one hundred percent (100%) of the premium cost per Unit Members for enrollment in a Basic Long Term Medical Care Program.
- 5.45 City has formed a labor – management committee headed by the City Manager to address the issue of worksite wellness. The Wellness Committee will continue to design, plan, and implement worksite policies and programs that encourage healthy outcomes and enhance the quality of life for all employees.
- 5.46 **Uniforms**
- 5.47 Effective July 1, 2013, City shall provide a single once a year one thousand four hundred (\$1,400) payment of uniform allowance to Unit Members. The payment shall be made on or about July 1st of each year and will be considered to be payment for the preceding year. Upon a Unit Member's separation from City, the Unit Member will receive a prorated uniform allowance payment for the period worked up to the date of separation. The uniform allowance is for uniform cleaning and replacement of worn uniforms. Unit Members assigned to the Specialty Assignments of Canine, Bike Patrol, and Special Weapons and Tactics ("SWAT") shall receive an additional fifty dollar (\$50.00) uniform allowance per year.
- 5.48 Newly hired Unit Members will, at time of hire, be provided an initial uniform as follows:
- Two (2) Short Sleeve Shirts
 - Two (2) Long Sleeve Shirts
 - Three (3) Wool Pants
 - One (1) Belt

One (1) Hat
One (1) Baseball Cap
One (1) Ultra Duty Jacket
One (1) pair Shoes

Thereafter, Unit Members shall be paid the annual uniform maintenance and replacement allowance as set forth in 5.47 above.

- 5.49 City shall pay for the replacement of uniforms/clothing damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon the recommendation of the Police Chief or his/her designate. For the purpose of this section, the useful life of uniform items shall be assumed as follows:

Uniform Shirts/Pants	Two (2) years
Uniform Jackets	Five (5) years
Uniform Hats	Five (5) years

If available, Unit Members shall provide receipts establishing date of purchase.

Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a seventy five dollar (\$75.00) limit upon the recommendation of the Police Chief or his /her designate. For prescription glasses, this limit will be one hundred twenty five dollar (\$125.00) for prescription glasses. No reimbursement, however, shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by City.

- 5.50 Newly hired Unit Members, at time of hire, will have their safety equipment including gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment furnished by City as per Department Policy Manual Section 1046, hereby incorporated by reference. City will repair or replace existing safety equipment owned by Unit Members hired before July 1, 1997 as they are damaged, worn out, or as Department Specifications change, not to exceed the cost of City provided safety equipment.
- 5.51 Unit Members who were hired before February 4, 1990 may request, or may be issued, mandatory safety equipment to include: gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment. If any of these items are personally owned when they become worn out or damaged, they shall be replaced with City issued equipment in lieu of repair, except that City may choose to repair, rather than replace, a personally owned firearm or holster. In no event shall City's expense for repairing or replacing personally owned firearms or holsters exceed the cost of City provided equipment.
- 5.52 City shall provide a Threat Level III protective vest, including shock plate, to all Unit Members. City shall replace a vest after it has been in service for five (5) years, has been compromised, or is otherwise unserviceable per industry standards. Unit Members in an assignment that requires them to wear a uniform must wear the City issued protective vest at

all times. Unit Members in a non-uniform assignment are not required to wear a vest at all times while on duty but shall maintain the vest in an accessible location and should wear the vest when engaged in planned, high risk events. This provision applies only to vests purchased by City after March 4, 1990.

6.00 ARTICLE VI — EDUCATIONAL INCENTIVE PAY PROGRAM

6.01 Educational Incentive Pay Program

6.02 All Unit Members who have completed their original probationary period shall have the option of participating in the Educational Incentive Pay ("EIP") Program.

6.03 Rates of Pay for the EIP Program shall be:

- A. Five percent (5%) - Intermediate P.O.S.T. Certificate
- B. Seven and one half percent (7.5%) - Advanced P.O.S.T. Certificate and/or B.A. or B.S. Degree

6.04 Tuition Reimbursement

6.05 Tuition reimbursement will work on the following basis:

- A. The Chief must approve all classes in advance.
- B. Reimbursement will be given upon successful completion of the class. See Article 6 of this MOU for use in conjunction with the EIP Program.
- C. City will not reimburse for personal transportation, lodging, or meal costs.
- D. Unit Members may receive a total of up to one thousand dollars (\$1,000.00) annually in tuition reimbursement according to the following schedule:
 - 1. Up to three hundred fifty dollars (\$350.00) may be used for work-related courses or training subject to the approval of the Chief.
 - 2. Unit Members may use an additional three hundred dollars (\$300.00), or a total of six hundred fifty dollars (\$650.00) annually, for courses taken at a community college or toward an Associate of Arts or Science degree.
 - 3. Unit Members may use an additional six hundred fifty dollars (\$650.00) or a total of one thousand dollars (\$1,000.00) annually, for courses taken at a

four-year college or university which will result in a Bachelor's or Master's degree.

- E. For classes or training which have been scheduled in advance and approved by the Chief as listed above, City will reimburse the Unit Member for any out of pocket expenses he or she may have incurred if the Unit Member is required to miss their class to cover another shift. The Unit Member must notify the Chief at the time they are being reassigned of any potential schedule conflicts. Failure to do so will result in no reimbursement.

7.00 ARTICLE VII — TYPES OF LEAVE/LEAVE PROCEDURES

7.01 Sick Leave

- 7.02 Sick Leave credit shall be accumulated on the basis of eight (8) hours per month. The Unit Member's accumulated Sick Leave is unlimited.

- 7.03 City will pay twenty-five percent (25%) of unused annual Sick Leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1st and December 1st of each year. The balance of Sick Leave will be added to the Unit Member's accumulated Sick Leave.

- 7.04 City has amended its PERS contract to provide for Government Code § 20965 credit for unused Sick Leave. One hundred percent (100%) of the Unit Member's unused Sick Leave will be converted into service time and added to the Unit Member's retirement eligibility upon retirement.

- 7.05 Unit Members are entitled to twelve (12) hours of paid time off per fiscal year to be used as personal leave time. The use of this leave must be approved in advance by the Chief or his/her designee and shall be deducted from the Unit Member's current year Sick Leave accrual.

7.06 Vacation Time Accrual

- 7.07 Vacation Time Accrual shall be as follows:

- A. Eighty (80) hours Vacation Time per year from the date of hire through the second (2nd) year of employment.
- B. Eighty eight (88) hours Vacation Time during the third (3rd) year of employment.
- C. One hundred four (104) hours Vacation Time during the fourth (4th) year of employment.
- D. One hundred twelve (112) hours Vacation Time during the fifth (5th) year of employment.

- E. One hundred twenty (120) hours Vacation Time during the sixth (6th) year of employment.
 - F. One hundred twenty-eight (128) hours Vacation Time during the seventh (7th) year of employment.
 - G. One hundred thirty-six (136) hours Vacation Time during the eighth (8th) year of employment.
 - H. One hundred forty-four (144) hours Vacation Time during the ninth (9th) year of employment.
 - I. One hundred fifty-two (152) hours Vacation Time during the tenth (10th) year of employment.
 - J. One hundred sixty (160) hours Vacation Time after the tenth (10th) year of service.
 - K. Maximum accumulation of Vacation Time shall not be more than the equivalent of two (2) years' annual accrual. Unit Members may "float" over this maximum accrual during the fiscal year but will lose any accumulated Vacation Time over the equivalent of two (2) years' annual accrual on June 30th of each fiscal year.
 - L. If a vacation is canceled due to 7.23 below, Unit Members will not lose any accrued Vacation Time. However, Unit Members will be required to reschedule the Vacation Time in a reasonable period of time in accordance with Sections 7.22 and 7.24 below.
- 7.08 Unit Members may request Vacation Time of one (1) week (the equivalent of thirty four (34) consecutive hours or more) in one (1) of the following ways:
- A. Preferred vacations sign-up procedure beginning with Section 9.60 of this MOU.
 - B. Other vacations may be requested at any time during the year on a first come, first serve basis. Approval of other Vacation Time is subject to adequate staffing due to the scheduling of preferred vacations, training assignments, or other leaves which may take precedence.
- 7.09 Approved Vacation Time and/or Comp Time will not be canceled unless there is an unforeseen and/or urgent staffing need. Comp Time shall not be denied if, at the time of request, the request itself will not place a shift below minimum allowed number, with the exception of a planned or outstanding major event.
- 7.10 If a Unit Member signs up for enough preferred vacation to bring them below the vacation accrual limit by June 30th, City cancels the Unit Member's preferred vacation, and the Unit Member is unable to reschedule in the current fiscal year, causing them to be above the limit

on June 30th, City will cash out the Vacation Time to bring the Unit Member in compliance with the limit or, at the Unit Member's option, the Vacation Time will be rescheduled within sixty (60) days, subject to departmental approval and Preferred Vacation Sign-Up Rules, as defined in Section 9.60.

7.11 Extended Leave Policy

7.12 In the event that a Unit Member is absent from work for illness or injury or per the Family Medical Leave Act ("FMLA"), which includes bonding and caring for a partner after the birth or adoption of a child, , unless notified otherwise, the time off will be coded and deducted from the leave banks in the following order: (1) accumulated Sick Leave, (2) accumulated Comp Time, and (3) accumulated Vacation Time. Paid leave for birth or adoption of a new child shall not exceed the use of four (4) weeks of accrued Sick Leave. If a determination is subsequently made by City that the injury was job related, all Sick Leave, Comp Time, and Vacation Time used to cover the leave will be credited back to the Unit Member in an amount up to the worker's compensation determination. Unit Members with non-sufficient time off credited to them will be coded on payroll as "absent without pay."

7.14 City and Association acknowledge that City has the authority, in its discretion, to place Unit Members on paid administrative leave in appropriate circumstances. Examples include investigations, waiting periods for disciplinary hearings of use of weapons, etc.

7.15 Bereavement Leave

7.16 Unit Members shall, per occurrence, be granted Bereavement Leave when a death occurs in the Unit Member's or the Unit Member's spouse's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in-laws, grandparents, and grandchildren. Up to three (3) days of Bereavement Leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the Unit Member's Sick Leave or Vacation Time. Unit Members may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during that time.

Requests for additional Bereavement Leave beyond the allotted three (3) or five (5) days, shall be subject to the approval of the Unit Member's Division Captain and deducted from the Unit Member's accumulated Comp Time, Personal Leave, or Vacation Time. Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager.

7.17 Family Illness and Medical Appointments

7.18 Unit Members may utilize accrued Sick Leave for an illness or injury of a member of their immediate household, or per the FMLA, including bonding and caring for a partner after the birth or adoption of a child. Paid leave for birth or adoption of a new child shall not exceed the use of four (4) weeks of accrued Sick Leave. Accrued Sick Leave may also be used for the Unit Member's medical and dental appointments where it is not feasible for the Unit

Member to schedule the appointment on the Unit Member's own time. All appointments may only be taken with prior approval of the Watch Commander. Prior approval is not needed for emergency appointments; however, the Watch Commander must be notified.

- 7.19 Pursuant to Personnel Rule 18.03, the Chief may require a physician's certificates attesting to the nature of the illness, injury, or treatment.

7.20 Maternity Leave

- 7.21 A pregnant Unit Member shall be entitled to a Leave of Absence without pay for up to one hundred and twenty (120) days. This Leave shall commence upon certification from the Unit Member's attending physician that she is no longer capable of performing the regular duties of her position. Upon expiration of the approved Leave, the Unit Member shall be reinstated to her former position or to a comparable one if her former position is abolished during the period of leave and the Unit Member would otherwise not have been laid off. Prior to the Unit Member being reinstated, the Chief may require a statement from the Unit Member's attending physician that the Unit Member is physically capable of resuming the regular duties of her position.

- 7.22 Where the Chief believes that the Unit Member should be placed on leave sooner than prescribed by her physician due to her inability to perform the regular duties of her position or for the protection of the Unit Members' personal health and safety, the Chief, with the concurrence of the City Manager, shall direct the Unit Member to be examined by a second physician. The cost of this examination shall be paid by City.

- 7.23 A Unit Member may, based upon medical factors, request that her leave be extended beyond one hundred and twenty (120) days and shall submit a supporting statement from her attending physician to Human Resources. The Chief, with the prior approval of the City Manager, may extend the Leave for an additional one hundred and twenty (120) days.

8.00 ARTICLE VIII - MISCELLANEOUS BENEFITS

8.01

- A For Unit Members hired on or before January 1, 2013 ("Classic Employees") as defined in Government Code Section 7522.02(c) of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), City agrees to continue its Safety contract with CalPERS to provide the single highest year and the "3% @ 50" basic retirement formula, that was in effect as of July 1, 2007.
- B. For Unit Members hired on or after January 2, 2013 ("New Members") as defined in Government Code Section 7522.04(f) of PEPRA, City agrees to continue its Safety contract with CalPERS to provide for the three (3) highest years compensation average and the "2.7% @ 57" retirement formula.
- C. Beginning with CalPERS rates effective July 1, 2013, City and Association agree to split future rate increases at a 50/50 ratio. For example, the FY 12-13 CalPERS Safety Contribution Rate equaled 32.70%. On July 1, 2013, the effective rate

increased to 34.63% for FY 13-14. Therefore City paid half of the 1.92% increase (equal to .96%) and Association paid the other half (also equal to .96%). This methodology will be used in subsequent years should CalPERS increase the Safety Contribution Rate.

- 8.02 Long Term Disability Insurance shall be paid by Unit Members through payroll deduction.
- 8.03 City will provide reimbursement for traveling, lodging, and meal expenditures incurred by Unit Members traveling on City business in accordance with existing Policies and Procedures. Overtime Pay will be paid for travel time, other than court time, if it is beyond the established work week.
- 8.04 Unit Members may be entitled to three (3) fifteen (15) minute breaks and one (1) forty five (45) minute break during each twelve (12) hour shift. Unit Members working less than a twelve (12) hour shift shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty(30) minute break during the shift. Unit Members may request to take the fifteen (15) minute breaks in conjunction with the forty five (45) minute break, workload permitting, at the discretion of the on duty Watch Commander.
- 8.05 Unit Members are responsible for the employees' nine percent (9%) CalPERS contribution deferred from federal and state income taxes pursuant to IRS Section 414(h)(2).
- 8.06 Gym Equipment**
- 8.07 City agrees to maintain the existing gym equipment in the Police Station for the term of this MOU.
- 8.08 Hepatitis B Vaccinations**
- 8.09 City agrees to provide Hepatitis-B shots for Unit Members.
 - A. If the Unit Member selects a medical plan which provides this benefit, the Unit Member in these classifications must get the shots through their medical plan.
 - B. If not covered by their group medical plan, Unit Members wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.
 - C. Charges for Hepatitis-B shots for these Unit Member pursuant to 8.21B above will be paid by City.
- 9.00 ARTICLE IX MISC POLICIES AND PROCEDURES**
- 9.01 The Parties to this MOU recognize and acknowledge that the services performed by the Unit Members are essential to the public health, safety, and general welfare of the residents of City.

9.02 Watch Swaps

9.03 A "Watch Swap" is a voluntary agreement between two Unit Members of similar rank to trade a specific and equal number of work shifts. When one Unit Member agrees to work for another, the second Unit Member must reciprocate by working an equal amount of time for the first Unit Member. When a trade is agreed upon and reciprocated, both involved Unit Members will have accounted for two thousand eighty (2080) base work hours per year.

9.04 Unit Members may negotiate Watch Swaps among other Unit Members provided that:

- A. The involved Unit Members complete the "Watch Swap Request" at the bottom of the "Overtime Form" at least one (1) working day prior to the Watch Swap;
- B. The on duty Watch Commander for the affected shift approves the request;
- C. The trade is among members of a similar rank. Police Officers may negotiate a Watch Swap with Police Officers and Corporals, Corporals may negotiate a Watch Swap with Corporals and Sergeants, and Sergeants may negotiate a Watch Swap with Sergeants and Corporals.
- D. The regularly scheduled Unit Member shall code his/her time sheet as if he/she had worked.

9.05 The Reverse Portion of the Watch Swap may occur at any time at the Unit Member's direction, provided that the steps listed above are also followed for the reverse portion of the Watch Swap. The Reverse Portion of the Watch Swap is the sole responsibility of the two involved Unit Members. No Unit Member shall have any recourse with the Department for failure to pay back a shift or for working in excess of eighty (80) hours per pay period without Overtime Pay in which a Watch Swap was negotiated.

9.06 Watch Swaps are intended to be a convenience for the regularly scheduled Unit Member and it is the sole responsibility of the regularly scheduled Unit Member to ensure that his/her replacement reports to work. If for any reason the replacement Unit Member fails to appear for duty, the regularly scheduled Unit Member will be ordered back to work or, if that is not possible, will be considered to have taken the day off without pay. Since Watch Swaps are usually the result of inadequate staffing to allow that Unit Member to take time off by other means, the regularly scheduled Unit Member may not account for the missing time by use of Sick Leave, Comp Time, or the like.

9.07 The on duty Watch Commander shall not approve a Watch Swap for the purposes of allowing the regularly scheduled Unit Member to work an overtime assignment the same day. The Watch Commander may disapprove Watch Swap requests due to operational needs, including days on which there are planned special events that require maximum available staffing, etc.

- 9.08 The Chief may evaluate this process from time to time and may suspend this process if it becomes apparent that Unit Members are failing to honor Watch Swap commitments.
- 9.09 Work Stoppage, Any Job Action, Slowdown**
- 9.10 Association agrees that, under no circumstances, will it recommend, encourage, or cause a work stoppage, any job action, or slowdown in any office or department of City or curtail any work, restrict any production, or interfere with any operation of City. In the event any such work stoppage, job action, or slowdown is instigated by Association, City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.
- 9.11 In the event of any work stoppage during the term of this MOU, whether by Association or by any Unit Member, Association by its Association Officers shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its Unit Members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon City. If, in the event of any work stoppage, job action, or slowdown, Association promptly and in good faith performs the obligations of this Section 9.20, provided Association has not otherwise authorized, permitted, or encouraged such work stoppage, Association shall not be liable for any damages caused by the violation of this Section 9.20.
- 9.12 City shall not be liable for any damages caused by the violation of this Section 9.20. City shall have the right to discipline, including termination, any Unit Member who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited. City shall also have the right to seek full legal redress, including damages, against any such Unit Member.
- 9.13 Light Duty Assignment**
- 9.14 In the event a Unit Member is injured and may be able to return to work but not able to perform all their normal duty assignments, a temporary "Light Duty Assignment" may be made by City, provided that a suitable Light Duty Assignment is available within the Department. To be eligible for such a Light Duty Assignment, City may require the Unit Members to provide the Human Resources Office with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the Unit Member. City may require a second or third doctor's determination at City's expense.
- 9.15 A Unit Member receiving such a Light Duty Assignment could be reassigned to any type of forty (40) hour work week or reduced work schedule and may be assigned to any type of job or task consistent with the Light Duty limitations upon the determination of the Chief. Once the Unit Member is certified by City doctor as no longer in need of a Light Duty Assignment, the Unit Member will be reassigned to their normal work.
- 9.16 In the event a Unit Member is injured and unable to return to work for a specific period of time and is on City-approved leave, the Unit Member is required to (1) respond by phone within eight (8) hours upon receiving a call from Human Resources and (2) to inform

Human Resources if the Unit Member away from their primary residence for a duration exceeding seven (7) calendar days.

9.17 Substance Abuse Policy

9.18 City and Association mutually agree City will maintain a drug-free workplace. Alcohol and drug abuse on the job will not be tolerated and will result in immediate disciplinary action. Drug or alcohol abuse off the job, which can be shown to effect the job performance or safety of the Unit Member or other employees, will be documented and will result in quick disciplinary action up to and including termination. City cannot and will not put its employees or members of the general public in danger by having employing a Unit Member on duty who may be a risk to themselves or others.

9.19 City does not intend to test any Unit Members for drug use unless a documented reasonable suspicion exists. City agrees to be bound by applicable State and Federal Laws.

9.20 Association and City recognize the need for a drug-free workplace and the need to assist employees whose job performance is impaired due to chemical or alcohol dependency. Association and City agree to abide by the Substance Abuse Policy dated May 3, 2006, as adopted by the City Council, and incorporated herein by this reference.

9.21 Emergency Waiver Provision

9.22 In the event of circumstances beyond the control of City such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this MOU which restrict City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, Association shall have the right to meet with City regarding the impact of the suspension of these provisions in the MOU on Unit Members.

9.23 Preferred Vacation Sign-up and Shift Selection

9.24 The sign-up period for preferred vacation begins on February 1 of each year. There will be one (1) sign-up period for the Patrol Division and one (1) sign-up for the Special Operations Division.

A. Each Unit Member may sign up for only one (1) preferred vacation period of thirty four (34) hours or more. Following the first rotation of preferred vacation sign up, there will be a second rotation of preferred sign up, not to exceed four (4) consecutive weeks of preferred vacation per fiscal year, unless specifically authorized by the Chief or his/her designate.

B. A maximum of two (2) Unit Members assigned to the Patrol Division may request preferred vacation during the same week, provided the Unit Member with the least seniority must select a patrol shift slot with different days off from the senior Unit Member for the shift rotation period during which the vacation will occur.

- C. Preferred vacations which are in compliance with subsections A and B above will be approved and posted by March 15 of each year, following the sign-up period.
 - D. A Unit Member who fails to request a preferred vacation or who does not take a preferred vacation which has been approved shall lose any right to a preferred vacation until the next sign-up period.
 - E. Every Unit Member shall be included in the sign-up for the preferred vacation schedule.
- 9.25 The sign-up period for shift selection begins at least forty-five (45) days prior to the next shift rotation. Unit Members shall select shifts for a six (6) month period, beginning the start of the first pay period in January and June. The approved schedule will be posted at least twenty (20) days prior to the date the schedule is to become effective.
- A. The Special Operations Division Captain may elect to administratively assign a Unit Member to a specific shift for the good of the Department. Examples may include, but are not limited to, long-term personnel shortage or career enhancement of probationary Unit Members.
 - B. Once a shift schedule has been finalized for the period, Unit Members may mutually swap shift assignments upon the recommendation of both the affected supervisors and with the approval of the Special Operations Division Captain.
 - C. Beginning July 1, 2015, Unit Members who qualify for a sign-up date will choose shifts by seniority within rank.
 - D. The Patrol Captain will assign probationary Unit Members to a specific watch based on need of the Unit Member and operational necessity during period.
 - E. After June 30, 2017, at the request of either Party, the Parties will meet and confer on a return to the limit of two (2) consecutive shift rotations that was in effect prior to July 1, 2015.
- 9.26 **Sign-up Procedures**
- 9.27 A. At least three (3) weeks prior to the beginning of the sign-up period for either a preferred vacation or shift selection, every Unit Member assigned to the Patrol Division, or who has been issued an order assigning them to the Patrol Division, will be assigned a sign-up due date for shift selection.
- B. Each affected Unit Member is solely responsible for preferred vacation or shift selection sign-up on their assigned date. They may be done using one (1) of four (4) methods:
 - 1. The Unit Member may come to the Police Station and physically sign-up for an available vacation or shift slot;

2. The Unit Member may phone the on duty Watch Commander and verbally select an available vacation or shift slot. If the Watch Commander is not in the office, the Unit Member is responsible for leaving the Watch Commander a return phone or pager number where the Unit Member can be contacted at the Watch Commander's earliest convenience;
 3. The Unit Member may leave a message for the Watch Commander in advance of the assigned sign-up date, listing desired shift selection(s) and a phone number where the Unit Member can be reached on the sign-up date in order to resolve any conflicts; or
 4. The Unit Member may notify the Watch Commander in advance that no selection is desired.
- C. If a Unit Member fails to sign-up on the assigned date, that Unit Member forfeits his/her seniority benefit and his/her name will be placed in a pool at the bottom of the list. When the assigned dates have been passed, a preferred vacation or shift selection schedule will be posted. Unit Members listed in the pool will have until the end of the sign-up period to submit a request of available slots. For preferred vacations, this period will end on March 1 of each year. For patrol shift selection, this period will end twenty (20) days before the next shift rotation. Requests from Unit Members in the pool will be granted on an as-available basis in seniority order. If no request is made, or if a request conflicts with other previous sign-ups, vacations will be approved on a first-come/first-serve basis and shifts will be administratively assigned.
- D. Sign-ups will be on the Unit Member's own time if the assigned sign-up date falls outside of regular work time.

9.28 Department Seniority

9.29 Department wide seniority shall be used to determine the schedule for vacation selection and seniority within a classification is used for shift selection within Department Divisions. If a conflict between these two (2) methods of establishing seniority arises in the process of shift selection, seniority within a classification shall prevail.

9.30 Facial Hair

9.31 Unit Members will be allowed to grow facial hair. Facial hair shall be maintained in accordance with Department Policy Section 1044, which is incorporated herein by this reference.

9.32 Vehicles

9.33 In accordance with Department guidelines, Detective Vehicles and Canine Vehicles will be available for Unit Members to utilize on a take home basis, provided that the Unit Member lives no more than thirty (30) minutes driving time (mutually understood to include

Hollister) from the Police Station. Unit Members are provided these vehicles to be available on an on call basis. Due to operational needs, Unit Members may be required, by their supervisor, to leave their take home vehicle at work.

9.34 Practice Firearms Training

- A. The Department will provide up to fifty (50) rounds of ammunition each month to Unit Members who wish to conduct firearms practice during the month. Additional ammunition will be provided for subsequent months only when rounds already provided have been utilized.
- B. Individual practice must occur off duty on the Unit Member's own time.
- C. Practice must occur at an approved range.
- D. All practice must conform with the Department Policy Manual.

10.00 ARTICLE X - COMPLAINT/GRIEVANCE PROCEDURE

- 10.01 A "Complaint" is an allegation or charge against a party that a wrong has been committed. The "Complaint Procedure" is the orderly process by which a determination is made as to whether or not a wrong has been committed. Each of the following steps is to take no more than five (5) working days to complete before the complaint proceeds to the next step.
- 10.02 Step 1: The Unit Member should review any Complaint with his/her supervisor. The supervisor is required to review every Complaint and attempt to settle it as quickly and fairly as possible.
- 10.03 Step 2: If the action taken by the Unit Member's supervisor is not satisfactory to the Unit Member, the Unit Member has the privilege of taking the Complaint to successive levels of supervision as determined by the chart of administrative organization, up to and including the Chief, which can be found in the Policy Manual.
- 10.04 Step 3: If the Complaint is against the immediate supervisor, the Unit Member may proceed directly to the next higher level.
- 10.05 Step 4: If the Complaint is not resolved in Step 2 or Step 3, the Unit Member may take the complaint to the Assistant City Manager for Administrative Services. The decision of the Assistant City Manager for Administrative Services will be final.
- 10.06 If the Complaint involves an issue which could fall under the Grievance Procedure, as outlined in this MOU, the time requirements for the Grievance are waived while the issue is attempted to be resolved via this Complaint Procedure. The time limits involved in the Grievance Procedure will be followed once the Complaint Procedure has been exhausted and the Complaint comes under the guidelines as outlined in the Grievance Procedure.

10.07 Definition of a Grievance

- 10.08 A "Grievance" is any dispute involving the interpretation, application, or alleged violation of this MOU, City's Personnel Rules where the provision in dispute is within the scope of representation or State or Federal Law.
- 10.09 The Association Officers may move a Grievance with an alleged specific violation of State or Federal Law to City by a written certified majority vote.
- 10.10 Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the Grievance Procedure defined below.

10.11 Grievance Procedure

- 10.12 Step 1. A Unit Member who has a Grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. The immediate supervisor must give the Unit Member a decision within five (5) working days of the date it is raised.
- 10.13 Step 2. If the Unit Member and his/her immediate supervisor are unable to resolve the Grievance within five (5) working days of the date it is raised with the immediate supervisor or if the Unit Member is dissatisfied with the decision of the immediate supervisor the Unit Member shall have the right to submit a Grievance to the Chief within seven (7) working days from the date of the immediate supervisor's decision. The Grievance shall contain the following information:
- A. The name of the grievant;
 - B. The grievant's department and specific work site;
 - C. The name of the grievant's immediate supervisor;
 - D. A statement of the nature of the grievance including the date and place of occurrence;
 - E. The specific provision, policy or procedure alleged to have been violated;
 - F. The remedies sought by the grievant; and
 - G. The name of a Unit Member designated by the grievant to represent him or her in the processing of the grievance.

The Chief shall respond to the Grievance in writing seven (7) working days from the date of its receipt.

- 10.14 Step 3. If the Unit Member is dissatisfied with the decision of the Chief, he or she may submit the Grievance to the City Manager within ten (10) working days from receipt of the Chief's response. The City Manager or his/her designated representative shall respond to

the Grievance, in writing, within the ten (10) working days of its receipt. Within this period, the City Manager, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

- 10.15 Step 4. If the Unit Member is dissatisfied with the decision of the City Manager, he or she may submit the Grievance to the Employee Relations Panel, as provided in Section 10.17 of this MOU. Notice of such appeal must be filed in writing by the Unit Member with the City Manager within fifteen (15) working days of receipt of the City Manager's decision.

10.16 Employee Relations Panel

- 10.17 The Employee Relations Panel ("Panel") shall consist of three (3) members selected as follows:

- A. A City representative selected by the City Manager; and
- B. An employee representative selected by the grievant, provided, however, that the participation of the employee representative shall not be a potential recipient of the grievance settlement; and
- C. A representative of the California State Mediation and Conciliation Service, or an individual acceptable to both the City Manager and the grievant or, an individual chosen by the parties who is knowledgeable in public sector labor relations. This person may be chosen from any source reasonably likely to produce such an individual, including, but not limited to a labor organization or management organization. The person selected shall serve as Chairperson.
 - 1. The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided, compensation paid shall be shared by City and the grievant or Association.
 - 2. The Panel shall be constituted and hear the Grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the Panel hearing ("Hearing"). The majority decision of the Panel shall be final and binding, subject only to ratification by City's City Council if said decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances, the ruling shall be submitted to City's City Council for action, which may include modification or reversal.

- 10.18 The conduct of the Hearing shall be governed by the following ground rules:

- A. The Hearings shall be convened during regular established City hours to the extent feasible. The grievant and City employees serving on the Panel or whose participation in the Hearing is required by the Panel shall not suffer loss of wages

for time devoted to this purpose. If the Hearing takes place during time other than the City employee's regularly scheduled work period, no compensation shall be provided.

- B. The Hearing shall be conducted in an expeditious manner. The Chairperson has final authority to the rule on procedural matters or on other points affecting the length and conduct of the Hearing. Legal counsel, court reporters, and briefs shall only be utilized upon agreement between City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.
- C. The Panel shall be committed to resolving the grievance in an objective, timely, and equitable fashion and shall not permit either party to engage in any presentation or line of argument which detracts from this purpose. The Panel shall not accept evidence not presented in Step 3 of this procedure.
- D. No Hearing shall be convened unless both parties have stipulated, in writing, to the issue or issues to be heard by the Panel.

10.19 General Conditions

10.20 Any time limit set forth in 10.11 or 10.16 of Article X of this MOU may be extended by written agreement between City and grievant or Association.

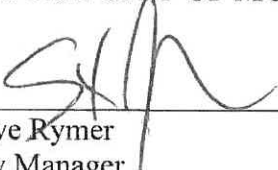
- A. Failure on the part of the grievant or their Association representative to comply with the time limits of this Grievance Procedure or any extensions thereto shall constitute a withdrawal of the Grievance without further recourse for re-submittal. Failure on the part of City to comply with prescribed time limits or extensions thereto shall result in the Grievance being moved to the next step of the Procedure.
- B. The grievant shall be entitled to have a representative of his/her own choosing, except as provided in 10.11- 10.18 of Article X of this MOU, present at any grievance meeting with City.
- C. A representative of Association shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of this Grievance Procedure.
- D. The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

11.00 ARTICLE XII — RATIFICATION/FUTURE MEETINGS


11.01 This MOU shall be effective July 1, 2015 following ratification by Association's Membership and approval by City's City Council.

11.02 Unless mutually agreed otherwise by City and Association, Association shall provide City with its written requests on terms within the scope of representation for the period beginning January 1, 2019 no later than two (2) weeks prior to the start of negotiations. City and Association shall begin to meet and confer on or before August 1, 2018 and endeavor to complete negotiations on a successor MOU by the end of November 2018.

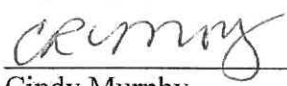
FOR THE CITY OF MORGAN HILL


Steve Rymer
City Manager

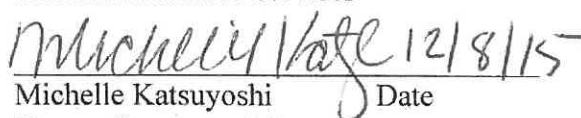
12/23/15
Date


Allyson Hauck
Renne Sloan Holtzman Sakai
City Negotiator

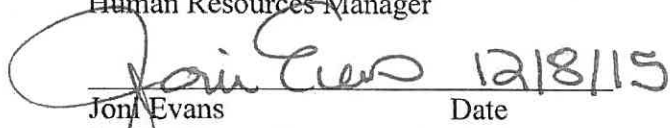
1-18-16
Date


Cindy Murphy
Assistant City Manager
for Administrative Services

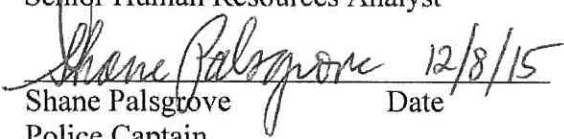
12/8/15
Date


Michelle Katsuyoshi
Human Resources Manager

12/8/15
Date

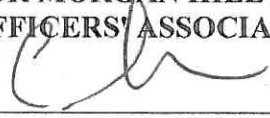

Joni Evans
Senior Human Resources Analyst

12/8/15
Date



Shane Palsgrove
Police Captain

12/8/15
Date


**FOR MORGAN HILL POLICE
OFFICERS' ASSOCIATION**


Carson Thomas
POA President


12/9/15
Date


Brayton "Bud" Stone
POA Negotiator

11/24/15
Date


Bill Norman
POA Negotiator

12/9/15
Date


Carlos Guerrero
POA Negotiator

12/10/15
Date

APPENDIX A

CITY OF MORGAN HILL SALARY SCHEDULE MORGAN HILL POLICE OFFICERS' ASSOCIATION

Effective 7/5/2015 2.5% Increase for all classifications

POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Police Sergeant	\$8,549.89	\$49.33	\$8,977.39	\$51.79	\$9,426.26	\$54.38	\$9,897.57	\$57.10	\$10,392.45	\$59.96	\$10,912.07	\$62.95
Police Corporal	\$7,949.51	\$45.86	\$8,346.99	\$48.16	\$8,764.34	\$50.56	\$9,202.55	\$53.09	\$9,662.68	\$55.75	\$10,145.81	\$58.53
Police Officer	\$7,385.97	\$42.61	\$7,755.26	\$44.74	\$8,143.03	\$46.98	\$8,550.18	\$49.33	\$8,977.69	\$51.79	\$9,426.57	\$54.38

Effective 7/3/2016 2.5% Increase for all classifications

POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Police Sergeant	\$8,763.64	\$50.56	\$9,201.82	\$53.09	\$9,661.91	\$55.74	\$10,145.01	\$58.53	\$10,652.26	\$61.46	\$11,184.87	\$64.53
Police Corporal	\$8,148.25	\$47.01	\$8,555.66	\$49.36	\$8,983.44	\$51.83	\$9,432.62	\$54.42	\$9,904.25	\$57.14	\$10,399.46	\$60.00
Police Officer	\$7,570.62	\$43.68	\$7,949.15	\$45.86	\$8,346.61	\$48.15	\$8,763.94	\$50.56	\$9,202.14	\$53.09	\$9,662.24	\$55.74

Effective 7/2/2017 2.5% Increase for all classifications

POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Police Sergeant	\$8,982.73	\$51.82	\$9,431.87	\$54.41	\$9,903.46	\$57.14	\$10,398.63	\$59.99	\$10,918.57	\$62.99	\$11,464.49	\$66.14
Police Corporal	\$8,351.96	\$48.18	\$8,769.55	\$50.59	\$9,208.03	\$53.12	\$9,668.43	\$55.78	\$10,151.86	\$58.57	\$10,659.45	\$61.50
Police Officer	\$7,759.89	\$44.77	\$8,147.88	\$47.01	\$8,555.27	\$49.36	\$8,983.04	\$51.83	\$9,432.19	\$54.42	\$9,903.80	\$57.14

Effective 7/1/2018 .5% Increase for all classifications

POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Police Sergeant	\$9,027.64	\$52.08	\$9,479.03	\$54.69	\$9,952.98	\$57.42	\$10,450.63	\$60.29	\$10,973.16	\$63.31	\$11,521.82	\$66.47
Police Corporal	\$8,393.72	\$48.43	\$8,813.41	\$50.85	\$9,254.08	\$53.39	\$9,716.78	\$56.06	\$10,202.62	\$58.86	\$10,712.75	\$61.80
Police Officer	\$7,798.69	\$44.99	\$8,188.62	\$47.24	\$8,598.06	\$49.60	\$9,027.96	\$52.08	\$9,479.36	\$54.69	\$9,953.32	\$57.42

Adopted by City Council on June 3, 2015